



Request For Qualifications for Therapeutic Treatment Services

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RFQ HS 05-03

TABLE OF CONTENTS

I.	INTRODUCTION.....	3
A.	Purpose	
B.	Minimum Requirements	
C.	Correspondence	
D.	Qualifications Submission Deadline	
II.	QUALIFICATIONS CONDITIONS.....	5
A.	Contingencies	
B.	Modifications	
C.	Qualifications Submission	
D.	Inaccuracies or Misrepresentations	
E.	Incurred Costs	
F.	Proposal Confidentiality	
G.	Negotiations	
H.	Pre-Award On-Site Visits	
I.	Awarding of Contract	
J.	Level of Service	
III.	PROGRAM REQUIREMENTS.....	6
A.	Definitions	
B.	Reference Documents	
C.	Background	
D.	Program Description	
IV.	CONTRACT REQUIREMENTS	10
A.	General	
B.	Indemnification and Insurance Requirements	
C.	Right to Monitor and Audit	
V.	CHILD ABUSE REPORTING.....	17
VI.	EQUAL EMPLOYMENT OPPORTUNITY/CIVIL RIGHTS.....	18
VII.	FORMER COUNTY OFFICIALS	19
VIII.	IMPROPER CONSIDERATION	19
IX.	DISCLOSURE OF CRIMINAL AND CIVIL PROCEEDINGS	20
X.	CALIFORNIA PUBLIC RECORDS ACT	20
XI.	QUALIFICATIONS SUBMISSION.....	21
A.	General	
B.	Qualifications Packet Presentation	
XII.	QUALIFICATIONS EVALUATION AND SELECTION.....	22
A.	Evaluation Process	
B.	Evaluation Criteria	
C.	Contract Award	
D.	Protests	
E.	Final Authority	

ATTACHMENTS

ATTACHMENT A – QUALIFICATIONS FORM

ATTACHMENT B – COMPLAINT AND GRIEVANCE PROCEDURES

I. INTRODUCTION

A. Purpose

The County of San Bernardino Human Services (HS) and the Department of Children's Services (DCS), hereafter referred to as the "County", is seeking qualifications from interested and qualified private practice applicants who are **Licensed** Marriage and Family Psychologists, **Licensed** Clinical Social Workers or Licensed Marriage and Family Therapists who can assess and treat a variety of psychosocial problems exhibited by DCS clients. Eligible applicants who are employed with Counseling Agencies/Organizations may also apply. Contracts awarded will be on a fee-for-services basis for a one year period. The County may, but is not obligated to extend awarded contract(s) for up to two additional one-year periods contingent on the availability of funds and Contractor performance. The number of awards will be determined by the quality of the proposals received.

B. Minimum Requirements

Vendor must:

1. Maintain a current active and valid professional license to render psychological and therapeutic counseling services within the State of California.
2. Have a **minimum of two years post-license** experience providing direct counseling and treatment services to children and families.
3. Have the ability to write a variety of reports and recommendations based on psychological tests, psychological evaluations, counseling sessions and assessments with the client and provide such information to the County social worker and/or Juvenile Court within the required time frames.
4. Have no record of unsatisfactory performance. Contractors who are or have been seriously deficient in current or recent contract performance, in the absence of circumstances properly beyond the control of the Contractor, shall be presumed to be unable to meet this requirement.
5. Have the ability to maintain adequate files and records and meet statistical reporting requirements.
6. Have the administrative and fiscal capability to provide and manage the proposed services and to ensure an adequate audit trail.
7. Maintain a tracking system to ensure that County-referred clients are not eligible to receive therapeutic treatments/counseling services under CAPIT or PSSF funds, Medi-Cal or other private insurance plans.
8. Have no record of being discipline or suspended by the BBS.
9. Have the ability to comply with the RFQ delivery or performance schedule.

10. Have the ability to maintain professional relationships and open communication lines with County social workers.
11. Meet other presentation and participation requirements listed in this RFQ.

C. Correspondence

All correspondence, including qualifications packets, is to be submitted to:

County of San Bernardino
Human Services
ATTN: HS Contracts Unit (RFQ HS 05-03)
150 South Lena Road
San Bernardino, CA 92415-0515

Margie Donahue, Contract Analyst
Phone: (909) 387-2444
Fax: (909) 387-2900
E-Mail: mdonahue@hss.sbcounty.gov

During the procurement and evaluation process, the individual identified above is the sole contact point for any inquiries or information relating to this RFQ. Only if authorized by the County's contract, may other County Staff provide information. Any violation of this procedure may be grounds for disqualification of the Applicant. It is the responsibility of the Applicant to ensure that the RFQ responses arrive in a timely manner.

D. Qualifications Submission Deadline

This procurement will remain open until further notice. Qualification Packets will be accepted continually throughout this procurement with contracts awarded on a quarterly basis. In order for a Qualifications Packet to be considered for one of these award dates, it must be received in the HS Contracts Unit no later than the first Tuesday of the month prior to the award month.

APPLICATION SCHEDULE

Qualification Packets Due Date(s)	Award Month– Contracts Effective
1 st Tuesday, September 2005	September 2005
1 st Tuesday, December 2005	December 2005
1 st Tuesday, March 2006	March 2006
1 st Tuesday, June 2006	June 2006

Note: The above dates are subject to change if deemed necessary by the County.

Facsimile or electronically transmitted proposals will not be accepted since they do not contain original signatures. Postmarks will not be accepted in lieu of actual receipt.

II. QUALIFICATIONS CONDITIONS

A. Contingencies

Funding for this program is contingent on State and Federal funding. This Request for Qualifications (RFQ) does not commit the County to award a Contract. The County reserves the right to accept or reject any or all proposals if the County determines it is in the best interest of the County to do so. The County will notify all Vendors, in writing, if the County rejects all proposals.

B. Modifications

The County has the right to issue addenda or amendments to this RFQ. The County also reserves the right to terminate this procurement at any time.

C. Qualifications Submission

To be considered, all qualifications packets must be submitted in the manner set forth in this RFQ. **It is the Vendor's responsibility to ensure that its qualifications packet arrives on or before the specified time.** All Qualifications packets and materials submitted become the property of the County.

D. Inaccuracies or Misrepresentations

If in the course of the RFQ process or in the administration of a resulting contract, the County determines that the Vendor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, the Vendor may be terminated from the RFQ process or in the event a contract has been awarded, the contract may be immediately terminated.

In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

E. Incurred Costs

This RFQ does not commit the County to pay any costs incurred in the preparation of a qualifications packet in response to this request and Vendor agrees that all costs incurred in developing this qualifications packet are the Vendor's responsibility.

F. Proposal Confidentiality

Proposers should be aware that proposal responses are subject to the California Public Records Act (Government Code section 6250 e. seq.). If any proposer's proposal contains trade secrets or other information, which is proprietary by law, the proposer must notify the County of its request to keep that information confidential.

The request to keep proprietary information confidential must be made in writing and attached to the envelope or other medium used to submit the proposal. The confidential or proprietary information shall be readily separable from the response in order to facilitate eventual public inspection of the non-confidential portion of the response.

The County will review the request and notify the proposers in writing of its decision as to whether confidentiality can be maintained under law. If confidentiality cannot be maintained, the proposer has the option of withdrawing the proposal or advising the County of its understanding that this information will become public record. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

G. Negotiations

The County may require the potential Contractor(s) selected to participate in negotiations, and to submit revisions to pricing, technical information, and/or other items from their qualifications packet as may result from these negotiations.

H. Pre-Award On-Site Visits

Site visits may be conducted to verify information submitted in the RFQ and to determine if the proposed facilities are appropriate for the proposed services to be provided.

I. Awarding of Contract

Any contract(s) awarded will be based on the evaluation of qualifications received and the overall value of proposed services to the County. The County reserves the right to renew any contract with mutual written agreement of both parties.

J. Level of Service

For any Contract awarded as a result of the RFQ, no minimum or maximum number of contracts can be guaranteed by the County. Furthermore, for any contracts awarded as a result of this RFQ, the County does not guarantee a minimum number of County-referred clients to be served by the Contractor.

III. PROGRAM REQUIREMENTS

A. Definitions

1. **Abuse** – Physical, sexual, willful cruelty, unjustifiable punishment, unlawful corporal punishment or neglect inflicted on an individual or persons by another individual or persons.
2. **Board of Behavioral Sciences (BBS)** – The branch of the Department of Consumer Affairs that oversees licensing requirements and professional conduct for individuals practicing marriage, and family therapy and/or clinical social work.
3. **CAPIT** - The acronym for Child Abuse Prevention, Intervention, and Treatment.

4. **Contractor** - The applicant or proposer selected to enter into an agreement with the County to provide services pursuant to this Request for Qualifications (RFQ). The terms Contractor, Vendor and Service Provider are used interchangeably.
5. **Licensed Clinical Social Worker (LCSW)** – License holders are authorized to employ psychotherapeutic techniques, among other services, with individuals, couples, families and groups to improve the client's quality of life.
6. **Marriage and Family Therapist (MFT)** - License Holders are authorized to employ psychotherapeutic techniques with individuals, couples, families, and groups to improve the client's interpersonal functions. (Prior to 07/01/1999 license title was Marriage Family and Child Counselor (MFCC)).
7. **Licensed Psychologist** – License holders are authorized to employ psychological methods to help the client acquire greater effectiveness and or to help modify socially ineffectual or maladjustive behavior.
8. **PSSF** – The acronym for Promoting Safe and Stable Families. A federally funded program to provide family support, family preservation, time-limited reunification services, and services to promote and support adoptions.
9. **Psychiatrist** – Is a physician who specializes in diagnosing and treating the brain malfunctions commonly called mental illness and determines if the “psychological problems” are the manifestation of another illness.
10. **Neglect** – Acts and omissions by a person or persons responsible for an individual's (usually a child) welfare who maltreats or mistreats under circumstances indicating harm or threatened harm to the individual's health or welfare.
11. **Private Practices** – A clinical setting other than a government entity, school, college or university; nonprofit and charitable corporation; or licensed health facility
12. **Psychological Evaluation** – A system of assessing an individual's development, behavior, intellect, personality, emotional and social functioning. Methods that may be used by the therapist may include but are not limited to interviewing and observing the client and administering mental competence test.
13. **Psychological Test** - A professionally developed instrument used to measure an individual's skills, abilities and thoughts that may help mental health professionals make a more reliable and valid diagnosis than can be obtained from personal observations only.
14. **Request for Qualifications (RFQ)** - The document used to solicit a solution or solutions from potential contractors to a specific problem or need.

B. Reference Documents

The Human Services has copies of the following materials available for review:

1. Welfare and Institutions Code Sections 827, 18290-18307 and 10850
2. California Department of Social Services Manual of Policies and Procedures 19-000, 21-000 and 23-600
3. Public Law 103-227, Part C – Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994.
4. Clean Air Act (42 USC 7606)
5. Section 508 of the Clean Water Act (33 USC 1368)
6. Environmental Protection Agency regulations (40 CFR, Part 15)
7. State Energy Conservation Plan (Title 20, California Code of Regulations)
8. San Bernardino County Policy (11-10) - Recycled products
9. Americans with Disabilities Act
10. Executive Orders 11246, as amended by Executive Order 11375, 11625, 11738, 12138, 12432, 12250
11. Title VII of the Civil Rights Act of 1964
12. Office of Management and Budget Circulars

Copies of these materials are available for review by appointment only, Monday through Thursday from 8:00 a.m. to 4:00 p.m. at the Human Services Contract Unit Office, 150 South Lena Road, San Bernardino, CA.

C. Background

Each year DCS investigates allegations of abuse and neglect of more than 50,000 children within the County. Approximately 5% of these children become dependents of the Juvenile Court, while another 5% receive services from DCS designed to prevent abuse or neglect and avoid out-of-home placement. In addition to services provided directly by DCS staff, many of these clients are referred to community resources for professional services. These services include, but are not limited to, counseling for child, parent and/or family, and psychological evaluation for court ordered assessments and/or treatment. These services, along with the services provided by DCS staff, are part of every child and family's individual reunification case plan(s).

D. Program Description

1. The objective of the RFQ for Therapeutic Treatment Services is to contract with licensed and qualified applicants to provide counseling services and treatment plans for children and families who are victims or perpetrators of abuse/neglect or who are at risk of such circumstances as determined by County investigations. The primary client base to be served is individuals who are ineligible for services provided with CAPIT or PSSF funds, Medi-Cal and/or individuals who are not covered under private insurance plans.
2. Program Requirements
 - a. The Contractor must be skilled in one or more of the following areas: administering in-depth psychological tests, performing psychological evaluations and assessments, conducting one-on-one and family therapy sessions and engaging children and adults in innovative counseling techniques.
 - b. The Contractor shall devise treatment plans that include strengths-based and holistic family-based therapeutic intervention strategies that will improve the emotional and psychosocial well being of the child and family unit and prevent future individual and family crises/abuse. Applicants must have the ability to develop and maintain professional and therapeutic relationships with all County-referred clients.
3. Program Considerations

Applicants who are awarded contracts shall provide a variety of verbal and/or routine typewritten reports and recommendations based on psychological tests, psychological evaluations and counseling sessions and assessments with the client and provide such information to County social workers and juvenile court within three (3) working days from the date the service was requested. These types of reports shall be accomplished without additional charge to the County. Additionally, Contractors may be required to write specialized and/or lengthy typewritten reports (four + pages) for County social workers and Juvenile Court within two weeks from date the service was requested. Contractor will be reimbursed at the agreed upon hourly fee for these types of reports as defined in Attachment A.

Therapeutic services are needed in all geographical areas in the County. The chart below illustrates the various regions. **Applicants must indicate on the qualifications application (Exhibit A) the region(s) where services will be provided.**

Region	Representative Cities
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West Valley	Rancho Cucamonga, Ontario, Fontana
Central Valley	Rialto, Bloomington
East Valley	San Bernardino, Colton, Highland, Redlands
Desert	Apple Valley, Barstow, Hesperia, Victorville, Joshua Tree, Yucca Valley
Mountain Communities	Crestline, Lake Arrowhead, Running Springs, Big Bear

IV. CONTRACT REQUIREMENTS

A. General

1. Representation of the County

In the performance of the Contract, Contractor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of County of San Bernardino.

2. Contractor Primary Contact

The Contractor will designate an individual to serve as the primary point of contact for the Contract. Contractor shall notify HS when the primary contact will be unavailable/out of the office for one (1) or more workdays. Contractor or designee must respond to County inquiries within two (2) County business days.

3. Change of Address

Contractor shall notify the County in writing of any change in mailing address within ten (10) days of the address change.

4. Contract Assignability

Without the prior written consent of the County, the Contract is not assignable by Contractor either in whole or in part.

5. Subcontracting

Contractor agrees not to enter into any subcontracting agreements for work contemplated under the Contract without first obtaining written approval from the San Bernardino County Human Services. Any subcontractor shall be subject to the same provisions as Contractor. Contractor shall be fully responsible for the performance of any subcontractor.

6. Contract Amendments

Contractor agrees any alterations, variations, modifications, or waivers of provisions of the Contract shall be valid only when they have been reduced to writing, duly signed and attached to the original of the Contract and approved by the required persons and organizations.

7. Copyright

County shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under this Contract including those covered by copyright, and reserves the right to authorize others to use or reproduce such material. All such materials developed under the terms of this Contract shall acknowledge San Bernardino County Human Services as the funding agency and Contractor as the creator of the publication. No such materials or properties produced in whole or in part under this Contract shall be subject to private use, copyright or patent right by Contractor in the United States or in any other country without the express written consent of County. Copies of all educational and training materials, curricula, audio/visual aids, printed material, and periodicals, assembled pursuant to this Contract must be filed with County prior to publication. Contractor shall receive written permission from County prior to publication of said training materials.

8. Attorney Fees

Contractor agrees to bear its own attorneys' fees and costs regardless of who prevails in the event of a contractual dispute and not charge such fees as an expense under this Contract.

9. Conflict of Interest

Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and the County. Contractor shall make a reasonable effort to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others such as those with whom they have family, business, or other ties.

Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and State law, including Section 23-602 (Code of Conduct) of Chapter 23-600 of the CDSS Manual of Policies and Procedures. In the event that County determines that a conflict of interest situation exists, any increase in costs associated with the conflict of interest situation may be disallowed by County and such conflict may constitute grounds for termination of the Agreement.

This provision shall not be construed to prohibit employment of persons with whom Contractor's officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.

10. Grievance Procedure

Contractor will ensure that staff are knowledgeable on the San Bernardino County Human Services Grievance Procedure (attached as Exhibit B) and ensure that any complaints by recipients are referred to the County in accordance with the procedure.

11. Confidentiality

Contractor shall protect from unauthorized use or disclosure names and other identifying information concerning persons receiving services pursuant to this Contract, except for statistical information not identifying any participant. The Contractor shall not use or disclose any identifying information for any other purpose other than carrying out the Contractor's obligations under this Contract, except as may be otherwise required by law. This provision will remain in force even after the termination of the Contract.

12. Records

Contractor shall maintain all records and management books pertaining to local service delivery and demonstrate accountability for contract performance and maintain all fiscal, statistical, and management books and records pertaining to the program. Said records shall be kept and maintained within the County of San Bernardino.

Records, should include, but are not limited to monthly summary sheets, sign-in sheets, and other primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must also comply with the appropriate Office of Management and Budget (OMB) Circulars which state the administrative requirements, cost principles and other standards for accountancy.

All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records per the preceding requirements shall be considered grounds for withholding of payments for billings submitted and for termination of the Contract.

13. Invoices

Contractor shall provide an itemized invoice to the County by the 10th day of each month for clients served during the previous month. Invoices shall be submitted in a format that is acceptable to the County and must include client's name, case number, date(s) of services, description of service(s) and costs of service(s). Additionally, County referral Form DCS 14.5 E CSW and copy(ies) of client sign in sheet(s) verifying attendance on date(s) of service must be attached to the invoice.

14. Licenses and Permits

Contractor will ensure that it has all necessary licenses and permits required by the laws of the United States, State of California, County and all other appropriate governmental agencies, and agrees to maintain these licenses and permits in effect for the duration of this Contract. Contractor will notify County immediately of loss or suspension of any such licenses and permits.

15. Health and Safety

Contractor shall comply with all applicable local health and safety clearances, including fire clearances, for each site where program services are provided under the terms of the Contract.

16. Department of Justice Clearance

Contractor shall obtain from the Department of Justice (DOJ) records of all convictions involving any sex crimes, drug crimes, or crimes of violence of a person who is offered employment or volunteers for all positions in which he or she would have contact with a minor, the aged, the blind, the disabled or a domestic violence client, as provided for in Penal Code Section 11105.3. This includes licensed personnel who are not able to provide documentation of prior Department of Justice clearance. A copy of a license from the State of California is sufficient proof.

17. Pro-Children Act of 1994

Contractor will comply with Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994.

18. Environmental Regulations

EPA Regulations - If the amount available to Contractor under the Contract exceeds \$100,000, Contractor will agree to comply with Section 306 of the Clean Air Act (42 USC 1857 h), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR, Part 15).

State Energy Conservation Clause - Contractor shall observe the mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (Title 20, Division 2, Chapter 4, California Code of Regulations).

19. Recycling Paper Products

The County has adopted a recycled product purchasing standards policy (11-10), which requires contractors to use recycled paper for proposals and for any printed or photocopied material created as a result of a contract with the County. The policy also requires Contractors to use both sides of the paper sheets for reports submitted to the County whenever practicable.

20. Americans with Disabilities Act

Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (ADA).

21. Public Accessibility

Contractor shall ensure that services provided are accessible by public transportation.

22. Notification

In the event of a problem or potential problem that will impact the quality or quantity of work or the level of performance under this Contract, notification will be made within one working day, in writing and by telephone to the County.

B. Indemnification and Insurance Requirements

1. Indemnification

The Contractor agrees to indemnify, defend and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising from Contractor's acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim therefore, except where such indemnification is prohibited by law.

2. Insurance

Without in any way affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the Contract the following types of insurance with limits as shown:

- a) Workers' Compensation - A program of Workers' Compensation insurance or a State-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of the Contractor and all risks to such persons under this Agreement.

If Contractor has no employees, it may certify or warrant to County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Risk Manager.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance. If the County's Risk Manager determines that there is no reasonably priced coverage for volunteers, evidence of

participation in a volunteer insurance program may be substituted.

- b) Comprehensive General and Automobile Liability Insurance - This coverage to include contractual coverage and automobile liability coverage for owned, hired and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000).
- c) Errors and Omission Liability Insurance – Combined single limits of \$1,000,000 and \$3,000,000 in the aggregate or
Professional Liability – Professional liability insurance with limits of at least \$1,000,000 per claim or occurrence.

3. Additional Named Insured

All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder.

4. Waiver of Subrogation Rights

Except for the Errors and Omissions Liability and Professional Liability, Contractor shall required the carriers of the above required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors.

5. Policies Primary and Non-Contributory

All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

6. Proof of Coverage

Contractor shall immediately furnish certificates of insurance to the County Department administering the Contract evidencing the insurance coverage, including endorsements, above required prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within sixty (60) days of the commencement of this Agreement, the Contractor shall furnish certified copies of the policies and all endorsements.

7. Insurance Review

The above insurance requirements are subject to periodic review by the County. The County's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Risk Manager determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized, but not required, to change the above insurance requirements, to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any such reduction or waiver for the entire term of the Agreement and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

C. Right to Monitor and Audit

1. Right to Monitor

County or any subdivision or appointee thereof, and the State of California or any subdivision or appointee thereof, including the Auditor General, shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Contractor in the delivery of services provided under this Agreement. Full cooperation shall be given by Contractor in any auditing or monitoring conducted.

Contractor shall cooperate with County in the implementation, monitoring and evaluation of this agreement and comply with any and all reporting requirements established by County.

2. Availability of Records

All records pertaining to service delivery and all fiscal, statistical and management books and records shall be available for examination and audit by County, Federal and State representatives for a period of three years after final payment under the Contract or until all pending County, State and Federal audits are completed, whichever is later. Program data shall be retained locally (in the County) and made available upon request or turned over to County. If said records are not made available at the scheduled monitoring visit, Contractor may, at County's option, be required to reimburse County for expenses incurred due to required rescheduling of monitoring visit(s). Such reimbursement will not exceed \$50 per hour (including travel time) and be deducted from the following month's claim for reimbursement.

Records of the Contractor which do not pertain to the program shall not be subject to audit unless provided for in another agreement.

3. Assistance by Contractor

Contractor shall provide all reasonable facilities and assistance for the safety and convenience of County's representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work of the Contractor.

4. Independent Audit Provisions:

Contractor will hire a licensed Certified Public Accountant (CPA), approved by County, who shall prepare and file with County, within 60 days after the termination of the Contract, a certified fiscal audit of related expenditures during the term of the Contract and a program compliance audit.

V. CHILD ABUSE REPORTING

A. Contractor shall ensure that all known or suspected instances of child abuse or neglect are reported to the appropriate law enforcement agency or to the appropriate Child Protective Services agency. This responsibility shall include:

1. Assurance that all employees, agents, consultants or volunteers who perform services under this Agreement and are mandated by Penal Code Sections 11164 et seq. to report child abuse or neglect, sign a statement, upon the commencement of their employment, acknowledging their reporting requirements and their compliance with them.
2. Development and implementation of procedures for employees, agents, consultants, or volunteers who are not subject to the mandatory reporting laws for child abuse to report any observed or suspected incidents of child abuse to a mandated reporting party, within the program, who will ensure that the incident is reported to the appropriate agency.

Provision of or arrangement of training in child abuse reporting laws (Penal Code, Sections 11164 et seq.) for all employees, agents, consultants, and volunteers, or verification that such persons have received training in the law within thirty (30) days of employment/volunteer activity.

3. Contractor shall obtain from the Department of Justice (DOJ) records of all convictions involving any sex crimes, drug crimes, or crimes of violence of a person who is offered employment or volunteers for all positions in which he or she would have supervisory or disciplinary power over a minor, as provided for in Penal Code Section 11105.3

prior to providing any services. This includes licensed personnel who are not able to provide documentation of prior Department of Justice clearance. A copy of an active and valid professional license from the State of California is sufficient proof of DOJ clearance. County must be immediately notified of any records showing a conviction. The County may instruct Contractor to take action to deny/terminate employment or terminate internship and/or volunteer services where the records show the person is unsuitable for employment, internship, or volunteer services.

4. Contractor shall not employ in any capacity, paid or volunteer, any person who has been convicted of any crime of violence or of any sexual crime and shall, upon discovery of such, terminate the employment of said person. Contractor shall investigate all incidents where an applicant, employee, intern or volunteer has been arrested for any crime listed in penal Code Section 11105.3 and shall take action to either deny employment or terminate where the investigation shows that the underlying conduct associated with the arrest renders the person unsuitable for employment, internship, or volunteer services. Contractor shall immediately notify the County concerning the arrest and/or conviction, for other than minor traffic offenses, of any paid employee, agent consultant, intern or volunteer staff, where such information becomes known to the Contractor.

VI. EQUAL EMPLOYMENT OPPORTUNITY/CIVIL RIGHTS

A. Equal Employment Opportunity Program

Contractor agrees to comply with the provisions of the Equal Employment Opportunity Program of the County of San Bernardino and rules and regulations adopted pursuant thereto: Executive Order 11246, as amended by Executive Order 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964 (and Division 21 of the California Department of Social Services Manual of Policies and Procedures and California Welfare and Institutions Code, Section 10000), the California Fair Employment and Housing Act, and other applicable Federal, State, and County laws, regulations and policies relating to equal employment or social services to welfare recipients, including laws and regulations hereafter enacted.

The contractor shall not unlawfully discriminate against any employee, applicant for employment, or service recipient on the basis of race, color, national origin or ancestry, religion, sex, marital status, age, political affiliation or disability. Information on the above rules and regulations may be obtained from HS Contracts Unit.

B. Civil Rights Compliance

The contractor shall develop and maintain internal policies and procedures to assure compliance with each factor outlined by state regulation. These policies must be developed into a Civil Rights Plan, which is to be on file with HS Contracts Unit within 30 days of awarding of the contract. The

Plan must address prohibition of discriminatory practices, accessibility, language services, staff development and training, dissemination of information, complaints of discrimination, compliance review, and duties of the Civil Rights Liaison. Upon request, HS will supply a sample of the Plan format. The contractor will be monitored by HS for compliance with provisions of its Civil Rights Plan.

VII. FORMER COUNTY OFFICIALS

Provide information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent your business. The information provided must include a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. Should also include the employment and/or representative capacity and the dates these individuals began employment with or representation of your business. For purposes of this section, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

Failure to provide this information may result in the response to the request for proposal being deemed non-responsive.

VIII. IMPROPER CONSIDERATION

Applicant shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this RFQ.

The County, by written notice, may immediately reject any Qualifications packet or terminate any Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process or any solicitation for consideration was not reported. This prohibition shall apply to any amendment, extension or evaluation process once a Contract has been awarded.

Proposer shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Proposer. The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

IX. DISCLOSURE OF CRIMINAL AND CIVIL PROCEEDINGS

The County reserves the right to request the information described herein from the Vendor selected for contract award. Failure to provide the information may result in a disqualification from the selection process and no award of contract to the Vendor. The County also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The selected Vendor also may be requested to provide information to clarify initial responses. Negative information provided or discovered may result in disqualification from the selection process and no award of contract.

The selected Vendor may be asked to disclose whether the firm or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Vendor will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the selected Vendor may be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Vendor will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For the purposes of this provision "key employees" includes any individuals providing direct service to the County. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

X. CALIFORNIA PUBLIC RECORDS ACT

All information submitted in the proposal or in response to request for additional information is subject to disclosure under the provisions of the California Public Records Act, Government Code Section 6250 and following. Proposals may contain financial or other data which constitutes a trade secret. To protect such data from disclosure, Vendor should specifically identify the pages that contain confidential information by properly marking the applicable pages and inserting the following notice on the front of its response:

NOTICE

The data on pages_____ of this Qualifications Packet, identified by an asterisk (*) or marked along the margin with a vertical line, contains information which are trade secrets. We request that such data be used only for the evaluation of our response, but

understand that disclosure will be limited to the extent that the County of San Bernardino determines is proper under federal, state, and local law.

The proprietary or confidential data shall be readily separable from the Qualifications Packet in order to facilitate eventual public inspection of the non-confidential portion of the packet.

The County assumes no responsibility for disclosure or use of unmarked data for any purpose. In the event disclosure of properly marked data is requested, the Vendor will be advised of the request and may expeditiously submit to the County a detailed statement indicating the reasons it has for believing that the information is exempt from disclosure under federal, state and local law. This statement will be used by the County in making its determination as to whether or not disclosure is proper under federal, state and local law. The County will exercise care in applying this confidentiality standard but will not be held liable for any damage or injury which may result from any disclosure that may occur.

XI. QUALIFICATIONS SUBMISSION

A. General

1. Qualifications Applications are invited from interested **LICENSED** Psychologists, Clinical Social Workers and Marriage and Family Therapists who have a record of providing effective direct counseling and treatment services to children and families for a **minimum of two years post-license**.
2. An individual authorized to submit the Qualifications Application and supporting documents on behalf of the organization must complete, sign and submit the Request for Qualifications (RFQ) Therapeutic Services Treatment Qualifications Application enclosed with this RFQ.
3. Applications must be complete in all respects as required in this section. An application may not be considered if it is conditional or incomplete.
4. All applications and materials submitted become the property of the County of San Bernardino.
5. If any applicant, in its response, has trade secrets or other information which is proprietary by law, that Application must notify the County of its request to keep said information confidential as identified in Section X.

B. Qualifications Packet Presentation

1. One (1) completed original of the Qualifications Application (EXHIBIT A), including Attachment A through E, and two (2) copies must be submitted in a sealed envelop marked with the Proposer's name and

the words **"CONFIDENTIAL – Therapeutic Treatment Services RFQ HSS 05-03"**

2. The package containing the original and copies must be sealed and marked with the Vendor's name and **"CONFIDENTIAL - Therapeutic Treatment Services RFQ HSS 05-03"**
3. All qualifications packets must be submitted on 8 1/2" by 11" recycled paper with double sided printing, unless specifically shown to be impracticable, with no less than 1/2" top, bottom, left and right margins. Qualifications packets must be typed or prepared with word processing equipment and double-spaced. Typeface must be no more than 12 characters per inch. Each page, including attachments and exhibits, must be clearly and consecutively numbered at the bottom center of the page.

XII. QUALIFICATIONS EVALUATION AND SELECTION

A. Evaluation Process

All applications submitted in response to this RFQ will be subject to a standard review process developed by the County. Primary consideration shall be the effectiveness of the agency or organization in the delivery of comparable or related services based on demonstrated performance. Additional factors to be evaluated include, but are not limited to, past experience providing specific services and the ability to provide quality services as outlined in the RFQ for therapeutic Treatment Services Qualifications application. Applications will also be reviewed to assure that costs are reasonable and customary.

B. Evaluation Criteria

1. All submissions will be evaluated to determine if they meet the following minimum requirements:
 - a) The submission must be complete, in the required format, and be in compliance with all the requirements of this RFQ.
 - b) Prospective contractors must meet the requirements as stated in the Minimum Requirements as outlined in Section I, Paragraph B.

Failure to meet all of these requirements may result in the qualifications packet being rejected. No submission shall be rejected, however, if it contains a minor irregularity, defect or variation if the irregularity, defect or variation is considered by the County to be immaterial or inconsequential. In such cases the Vendor will be notified of the deficiency in the proposal and given an opportunity to correct the irregularity, defect or variation or the County may elect to waive the deficiency and accept the submission.

C. Contract Award

Contract(s) will be awarded based on a competitive selection of proposals received.

The contents of the qualifications packet of the successful Vendor will become contractual obligations and failure to accept these obligations in a contractual agreement may result in cancellation of the award.

D. Protests

Vendors may protest the recommended award, provided the protest is in writing, contains the RFQ number, is delivered to the address listed in Section I, Paragraph D of this RFQ, and submitted within ten (10) calendar days of the date on the notification of intent to award.

Grounds for a protest is that the County failed to follow the selection procedures and adhere to requirements specified in the RFQ or any addenda or amendments; there has been a violation of conflict of interest as provided by California Government Code Section 87100 et seq.; or violation of State or Federal law. Protests will not be accepted on any other grounds. In event of a protest, all protests will be handled by a panel designated by the Assistant County Administrator for Human Services, or his/her successor.

The County will consider only those specific issues addressed in the written protest. A written response will be directed to the protesting Vendor within fourteen (14) calendar days of receipt of the protest, advising of the decision with regard to the protest and the basis for the decision.

E. Final Authority

The final authority to award Contract(s) rests solely with the County of San Bernardino Board of Supervisors.



REQUEST FOR QUALIFICATION (RFQ) THERAPEUTIC TREATMENT SERVICES QUALIFICATIONS APPLICATION RFQ HS 05-03

1. Submitted by (Applicant's Legal Name or Legal Name of Agency/Organization):

2. Business Address: _____
3. Telephone Number: _____ Fax Number: _____
4. E-mail: _____
5. Contact Person: _____ Title: _____
6. *Professional License Number: _____
 Type of License: _____
 Date License was initially issued: _____
 Date License was last renewed: _____
7. By submitting the Qualifications Application in response to the RFQ, the applicant or agency/organization understands and agrees with the following statements:
 - a. Funding for this program is contingent on State and Federal funding.
 - b. All costs for developing and completing the Qualifications Application and supporting documents are the responsibility of the individual or agency/organization submitting this application and will not be chargeable to the County of San Bernardino, and have been determined independently, without consultation with any other prospective proposer for the purpose of restricting competition.
 - c. The Qualifications Application and supporting documents submitted become the property of the County.
 - d. It is understood that the Qualifications Application and any and all supporting documents are open to public inspection under provisions of law.
 - e. The information submitted in the Application is firm and binding for 120 days from the date the application is opened and recorded.
 - f. All aspects of the RFQ and the qualifications packet submitted shall be binding if the proposal is selected and a contract awarded.
8. The undersigned affirms all statements made in this application are true and complete to the best of his/her knowledge.
9. I hereby affirm I am duly authorized by the governing body to legally bind the applicant or agency/organization to the terms and conditions specified herein.

(Authorized Signature)

(Print Name Here)

(Title)

(Organization Name, if applicable)

(Date)

***Note:** If the Qualifications Application is being submitted by an agency/organization, please provide professional license numbers and supporting documentation for all individuals who will be providing therapeutic/counseling services. SEE PAGE 5 OF 10 (INDIVIDUAL/AGENCY/ORGANIZATION PERSONNEL PROFESSIONAL LICENSE INFORMATION).

ATTACHMENT A

◆ Please answer all questions completely. If a question does not apply, please indicate Not Applicable (N/A).

1. How many years post-license has the applicant or agency/organization been providing mental health, counseling and/or therapeutic services to children and families?

2. Does the applicant or agency/organization have experience working with abused or neglected children/clients? ☐yes ☐no

If yes, please describe experience working with abused or neglected children/clients. (Attach separate sheet if needed.)

3. Does the applicant or agency/organization have any experience providing therapeutic services to clients referred by the County's Department of Children's Services or other County departments?
☐yes ☐no

If yes, please describe experience providing therapeutic services to client referred by the County's Department of Children's Services or other County departments. (Attach separate sheet if needed.)

4. What are the applicant's areas of expertise?

5. Please list any memberships in professional associations, organizations or societies that are job-related.

ATTACHMENT A

6. Please indicate availability of office hours on the chart below.

Weekday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Office Hours							

7. Please indicate the region(s) that the applicant proposes to serve by checking the appropriate box(es) on the chart below.

Region	Representative Cities	Region Served?	
West Valley	Rancho Cucamonga, Ontario, Fontana	<input type="checkbox"/> yes	<input type="checkbox"/> no
Central Valley	Rialto, Bloomington	<input type="checkbox"/> yes	<input type="checkbox"/> no
East Valley	San Bernardino, Colton, Highland, Redlands	<input type="checkbox"/> yes	<input type="checkbox"/> no
Desert	Apple Valley, Barstow, Hesperia, Victorville, Joshua Tree, Yucca Valley	<input type="checkbox"/> yes	<input type="checkbox"/> no
Mountains	Big Bear, Crestline, Lake Arrowhead, Running Springs	<input type="checkbox"/> yes	<input type="checkbox"/> no

8. Does the applicant accept Medi-Cal insurance? ☐ yes ☐ no What other types of private insurance plans does the applicant accept?

9. What type of billing and tracking system will the applicant or agency/organization establish to ensure that clients are not eligible to receive counseling services under Medi-Cal or other private insurance plans before invoicing the County for services?

10. Has the applicant or agency/organization ever been disciplined by the Board of Behavioral Sciences for **any** reason? ☐ yes ☐ no

If yes, please describe. (Attach separate sheet if needed.)

11. Is the applicant or agency/organization currently involved in any litigation in connection with any other types of therapeutic treatment services contract(s)? ☐ yes ☐ no

If yes, please describe. (Attach separate sheet if needed.)

ATTACHMENT A

12. Is the applicant or agency/organization currently involved in any malpractice litigation? ☐yes ☐no

If yes, please describe. (Attach separate sheet if needed.)

13. Has the applicant or agency/organization had a contract unwillfully terminated during the past two years? ☐yes ☐no

If yes, please describe. (Attach separate sheet if needed.)

14. Is the applicant or agency/organization currently delinquent in paying its State/Federal payroll taxes? ☐yes ☐no

If yes, please describe. (Attach separate sheet if needed.)

15. Does the applicant or agency/organization have any Former County Officials (as defined in Section VII of the RFQ) affiliated with the organization? ☐yes ☐no

If yes, please provide name(s). (Attach separate sheet if needed.)

QUALIFICATIONS APPLICATION

Individual/Agency/Organization Personnel
Professional License Information

Name of Staff Member	Type of License and License Number	Date License was initially issued	Date License was last renewed

Additional Comments:

QUALIFICATIONS APPLICATION

Synopsis of Services

Please provide a narrative of the plan for delivery of services to County (DCS) referred clients.

QUALIFICATIONS APPLICATION

Synopsis of Services (Continued)

List the types of therapeutic techniques and psychological testing instruments that the applicant will utilize.

Describe the applicant's office facilities and counseling areas/rooms.

QUALIFICATIONS APPLICATION

MAXIMUM FEE SCHEDULE THERAPEUTIC TREATMENT SERVICES

Please place a check mark (✓) in the column next to the **services** that will be provided and a check mark (✓) next to the **type of Therapist(s)** that will be providing that service. If there is more than one **type of Therapist(s)** providing services, please **check all** that will apply.

<u>SERVICES</u>	<u>STANDARD MAXIMUM FEES</u>					
	<u>TYPE OF THERAPIST(S)</u>					
	Licensed PH.D.	✓	LCSW/MFT	✓	ASCW/MFTI	✓
Individual Therapy	\$100/hr		\$85/hr		\$55/hr	
Group Therapy	\$55 per session per client. Max 6 clients per group		\$55 per session per client. Max 6 clients per group		\$35 per session per client. Max 6 clients per group	
Psychological Testing/Report	\$110 per hour. Max 4 hours.		N/A		N/A	
Psychological Evaluation/Report	\$110 per hour. Max 8 hours.		N/A		N/A	
Bonding/Attachment Assessments	\$120 per hour. Max 3 hours.		\$75 per hour. Max 4 hours.		N/A	
Testifying-Court Services	\$100 per hour		\$85 per hour.		N/A	
Non-Routine Report Writing	\$100 per hour.		\$85 per hour.		N/A	
Home Visits	\$100 per hour.		\$85 per hour.		\$55 per hour.	
School Visits	N/A		\$85 per hour.		\$55 per hour.	
Family/Couples Therapy	\$120 per session per family or couple		\$100 per session per family or couple		\$65 per session per family or couple	

Note: Only those individuals who maintain appropriate license/credentials for the titles shown above may provide the required services. In addition, these individuals may only provide the services listed that have an actual dollar amount indicated in the Standard Fee. Example: Only a Licensed PH.D. may provide Psychological Testing/Reporting Services, neither the LCSW/MFT or the ASCW/MFTI may perform these services under the terms of this contract.

In addition, Standard Fees for Group Therapy and Family/Couples Therapy are paid per session, not per hour.

Attach the following information with the Qualifications Packet. Please submit the in the following order:

- 1) Completed Qualifications Application.
- 2) Resume – Resume must include professional qualifications, employment history and memberships in any professional organizations.
- 3) Copy of valid, unexpired license issued by the California Board of Behavioral Science, California Board of Psychology or Medical Board of California.
- 4) **Counseling Agencies Only:** Provide a list of names, resumes and copies of licenses for **all** individuals who will provide clinical licensure supervision services under an awarded Contract.
- 5) Proof of insurance coverage – Provide either a certificate of insurance or evidence of ability to obtain insurance, such as, an insurance quote reflecting all of the required coverages listed in Section IV, Paragraph B.
- 6) Copy of Business License.
- 7) Complaint and Grievance Procedures – Statement from Vendor that they will ensure that any complaints made by service recipients will be referred to the County in accordance with the County's procedure as defined in Attachment B, **or** as a copy of the Vendor's Complaint and Grievance Procedure.

COMPLAINT AND GRIEVANCE PROCEDURES

(INSTRUCTIONS: THE PARTICIPANT IS TO READ AND RECEIVE THE TOP PORTION OF THIS FORM. THE BOTTOM PORTION OF THE FORM IS TO BE SIGNED BY SERVICE RECIPIENT AND PLACED IN THE CONTRACTOR’S RECORDS.)

If you believe you have been discriminated against, or that there has been a violation of any laws or regulations, or if you have a problem regarding services received, you have the right to file a grievance.

The following procedures are to be followed when filing a grievance:

- 1. Identify the complaint/grievance in writing and discuss it with the contractor/service provider.

Time frame: Within 1 week of discrimination/violation/problem.

If resolved at this level, no further action is required. If no resolution is apparent within 10 calendar days, proceed with Step 2.

- 2. Forward the written complaint/grievance to your Eligibility/Social Worker (whichever is applicable).

Time frame: Within 1 week of Step 1.

If resolved at this level, no further action is required. If no resolution is apparent within 20 calendar days, proceed with Step 3.

- 3. Forward the written complaint/grievance to DCS Program Coordinator at the following address:

Department of Children’s Services, Administrative Resources Division
825 East Hospitality Lane
San Bernardino, CA 92415-0913

Time frame: Within 1 week of Step 2.

If resolved at this level, no further action is required.

- 4.If no solution is apparent after Steps 1-3 have been exhausted forward copy of written grievance to:

Human Services System, Contract Administrator
150 S. Lena Road
San Bernardino, CA 92415-0515

You will be contacted within 10 calendar days of any actions being taken. Please note: Each of these steps must be completed in the sequence shown.

.....
GRIEVANCE PROCEDURE CERTIFICATION

This is to certify that I have read, understood, and received a copy of the San Bernardino County Human Services System Grievance Procedure.

Signature of Service Recipient

Date